

EXHIBIT 5

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

BLENDTEC INC., a Utah corporation,

Plaintiff,

vs.

BLENDJET, INC., a Delaware corporation,

Defendant.

**ENLISTED VENTURES, LLC'S
OBJECTIONS TO BLENDJET'S
SUBPOENA TO ENLISTED
VENTURES, LLC**

Civil No. 2:21-cv-00668-TC-DBP

Judge Tena Campbell

Magistrate Judge Dustin B. Pead

Pursuant to Federal Rules of Civil Procedure 26, 34, and 45, third party Enlisted Ventures, LLC d/b/a Enlisted Design (“Enlisted”) hereby submits its objections to BlendJet Inc.’s (“BlendJet”) Subpoena to Enlisted. Based on Blendtec Inc.’s (“Blendtec”) ability to respond as a party in this matter to Request Nos. 1-9 in the subpoena, Enlisted objects to responding to those requests subject to its specific objections set forth herein and will not respond to the requests at this time.

SPECIFIC OBJECTIONS

Request for Production No. 1: All documents that relate to, refer to, or discuss Blendtec, including, but not limited to, its brand, customers, marketing and/or advertising strategies, competitors, the Blendtec Marks, and/or the Blendtec Products.

Response/Objections to Request No. 1:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 2: All documents that comprise, relate to, refer to, or discuss any agreements – express or implied – between Blendtec and Enlisted Design, and/or any terms or conditions thereof.

Response/Objections to Request No. 2:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested

documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 3: All documents describing or relating to any marketing, branding, and/or advertising services that you have provided – or are in the process of providing – to Blendtec.

Response/Objections to Request No. 3:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 4: All documents that comprise or relate to surveys, focus groups, or market studies, or any other type of assessment relating to Blendtec, its brand, the Blendtec Marks, and/or the Blendtec Products, whether conducted by Enlisted or any other party.

Response/Objections to Request No. 4:

Enlisted objects to this request because it relates to information regarding Blendtec and to

which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 5: All documents relating or referring to the marketing and competitive positioning of the Blendtec GO blender accessory, including but not limited to, any documentation evidencing or otherwise demonstrating that the Blendtec GO was developed to compete or actually competes with portable blender products.

Response/Objections to Request No. 5:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between

Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 6: All documents relating or referring to any criticisms or complaints about the Blendtec Products.

Response/Objections to Request No. 6:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 7: All documents relating or referring to portable blenders, including any analyses, studies, customer surveys, and/or internal memoranda related to the market, competitive landscape, or features or functionalities related to portable blenders.

Response to Request No. 7:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's

custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 8: All documents that relate to, refer to, or discuss BlendJet, including, but not limited to, its brand, customers, marketing and/or advertising strategies, competitors, the BlendJet Marks, and/or the BlendJet Products.

Response to Request No. 8:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

Request No. 9: All documents from which it can be ascertained the total amount of money that Blendtec has paid to Enlisted Design, on an annual basis, in connection with any services provided to Blendtec by Enlisted Design.

Response/Objections to Request No. 9:

Enlisted objects to this request because it relates to information regarding Blendtec and to which Blendtec can respond, and because any responsive documents are subject to confidentiality obligations.

Enlisted objects on the ground that the subpoenaed documents are within Blendtec's custody, possession, or control and party discovery is ongoing. Blendjet should seek the requested documents from Blendtec prior to burdening a non-party for information that is within a party's custody. Requiring Enlisted, a non-party, to produce documents that are in a party's possession is unduly burdensome to Enlisted.

Further, any responsive documents would have been created subject to a contract between Enlisted and Blendtec containing an obligation of confidentiality that Enlisted would violate by producing those documents.

DATED this 8th day of December, 2022.

Benjamin M. Craven (#17548)

/s/ Benjamin M. Craven

Attorney for Enlisted Ventures, LLC d/b/a Enlisted Design

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of December, 2022, a true and correct copy of **ENLISTED VENTURES, LLC'S OBJECTIONS TO BLENDJET'S SUBPOENA TO ENLISTED VENTURES, LLC** was served on counsel of record via email at the following email addresses:

Lisa M. Martens: lmartens@sheppardmullin.com
Martin R. Bader: mbader@sheppardmullin.com
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/s/ Benjamin M. Craven